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RECORDATION NO. 20951 FILED

OCT 22 '97 11-35 AM

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RECORDATION NO. 20951-A, B FILED

October 22, 1997

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of each the following documents: a Full Service Lease Agreement (Lease Number 199701-CFI), dated February 1, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents; a Lease Assignment, Management and Escrow Agreement, dated September 29, 1997, and an Asset Purchase, Assignment and Assumption Agreement, dated as of October 9, 1997, both secondary documents related thereto.

The names and addresses of the parties to the enclosed documents are:

Primary

→ Full Service Lease Agreement

Lessor: The Andersons, Inc.  
480 West Dussell Drive  
Maumee, Ohio 43537

Lessee: CF Industries, Inc.  
One Sale Lake Drive  
Long Grove, Illinois 60047

Vernon A. Williams  
October 22, 1997  
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*A* → Lease Assignment, Management and Escrow Agreement *A*

Assignee: The Vaughn Group, Ltd.  
8240 Beckett Park Drive, Suite D  
Hamilton, Ohio 45001

Assignor: The Andersons, Inc.  
480 West Dussell Drive  
Maumee, Ohio 43537

*B* → Asset Purchase, Assignment and Assumption Agreement *B*

Assignor: The Vaughn Group, Ltd.  
8240 Beckett Park Drive, Suite D  
Hamilton, Ohio 45001

Assignee: Star Bank, National Association  
425 Walnut Street  
Cincinnati, Ohio 45202

A description of the railroad equipment covered by the enclosed documents is:

seventy (70) covered hopper railcars bearing AEX reporting marks and  
road numbers set forth on Exhibit A attached hereto

Also enclosed is a check in the amount of \$72.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

**Exhibit A**  
to Lease Assignment, Management and Escrow Agreement  
Dated September 29, 1997

Equipment Location:  
480 W. Dussel Drive  
Maumee, Ohio 43537  
Lucas County

Seventy (70) 100 ton covered hopper cars with the following car numbers:

TAI Car No.	ORIGINAL Car No.	1ST Remarking	In Service Date	Year Built	TAI Car No.	ORIGINAL Car No.	1ST Remarking	In Service Date	Year Built
AEX 004103	ATSF304166		02/14/97	1967	AEX 004138	ATSF312057	SIRX446001	03/20/97	1967
AEX 004104	ATSF304959	SIRX442832	02/14/97	1967	AEX 004139	ATSF306831	SIRX450005	05/05/97	1967
AEX 004105	ATSF304978		02/14/97	1967	AEX 004140	ATSF304408		04/06/97	1967
AEX 004106	ATSF311987		02/14/97	1967	AEX 004141	ATSF305412		04/12/97	1967
AEX 004107	ATSF306637	SIRX450000	03/18/97	1967	AEX 004142	ATSF306114			1967
AEX 004108	ATSF306964	SIRX450001	04/12/97	1967	AEX 004143	ATSF312164		04/12/97	1967
AEX 004109	ATSF307110	SIRX450002	04/06/97	1967	AEX 004144	ATSF306675	SIRX450008		1967
AEX 004110	ATSF306778	SIRX450003	03/18/97	1967	AEX 004145	ATSF312185		04/25/97	1967
AEX 004111	ATSF306847	SIRX450004	03/27/97	1967	AEX 004146	ATSF305852		03/27/97	1967
AEX 004112	ATSF304274		04/30/97	1967	AEX 004147	ATSF307691		05/01/97	1967
AEX 004113	ATSF312144	SIRX446002	04/16/97	1967	AEX 004148	ATSF308700		05/01/97	1967
AEX 004114	ATSF312167	SIRX446006	03/08/97	1967	AEX 004149	MP 712242		03/03/97	1967
AEX 004115	ATSF312230	SIRX446007	04/06/97	1967	AEX 004150	ATSF306222		03/18/97	1967
AEX 004116	ATSF312238	SIRX446008	03/27/97	1967	AEX 004151	ATSF305450		03/18/97	1967
AEX 004117	ATSF311977	SIRX446009	03/08/97	1967				05/05/97	1967
AEX 004118	ATSF312245	SIRX446010	03/13/97	1967				05/05/97	1967
AEX 004119	ATSF312260	SIRX446011	03/08/97	1967	AEX 004154	ATSF304120		04/25/97	1967
AEX 004120	ATSF312062		03/08/97	1967	AEX 004155	ATSF304793		05/05/97	1967
AEX 004121	ATSF312276		03/08/97	1967	AEX 004156	ATSF304235		04/28/97	1967
AEX 004122	ATSF304469		04/25/97	1967					1967
AEX 004123	ATSF304977		03/23/97	1967	AEX 004158	ATSF311149			1967
AEX 004124	ATSF306917		03/20/97	1967				04/25/97	1967
AEX 004125	ATSF311946		02/27/97	1967	AEX 004160	ATSF308426			1967
			03/08/97	1967	AEX 004161	ATSF307745	SIRX450007		1967
			02/27/97	1967	AEX 004162	ATSF306447		05/05/97	1967
AEX 004128	ATSF305966		04/25/97	1967	AEX 004163	ATSF308962			1967
AEX 004129	ATSF308842		03/18/97	1967					1967
AEX 004130	ATSF306676		03/20/97	1967	AEX 004165	ATSF309019		05/02/97	1967
AEX 004131	ATSF306717		03/13/97	1967	AEX 004166	ATSF311450		05/02/97	1967
AEX 004132	ATSF306935		03/20/97	1967				04/12/97	1967
AEX 004133	ATSF304670			1967	AEX 004168	ATSF304637		05/06/97	1967
			03/27/97	1967	AEX 004169	ATSF307915			1967
AEX 004135	ATSF304752		03/08/97	1967	AEX 004170	ATSF304570		04/11/97	1967
AEX 004136	ATSF306864	SIRX442768	03/27/97	1967	AEX 004171	ATSF308639			1967
AEX 004137	ATSF312200	SIRX442767	04/10/97	1967	AEX 004172	ATSF306446		04/12/97	1967
					AEX 004173	ATSF306630			1966
					AEX 004174	ATSF307087			1966
					AEX 004175	ATSF308717			1966
					AEX 004176	ATSF308512			1966
					AEX 004177	ATSF307505			1966
					AEX 004178	ATSF308737			1966
					AEX 004179	ATSF309948			1966
					AEX 004180	ATSF311437			1967
					AEX 004181	ATSF312096			1971

AGREED AND ACKNOWLEDGED:  
The Andersons, Inc.

By: Greg Smith

Date: 10/8/97

**FULL SERVICE LEASE AGREEMENT**  
**Lease Number # 199701-CFI**

OCT 22 '97

11-35 AM

This Full Service Lease Agreement (Lease), made effective this 1st day of February, 1997, by and between The Andersons, Inc., an Ohio corporation, with its principal office at 480 West Dussel Drive, Maumee, Ohio 43537, (hereinafter "Lessor"), and CF Industries, Inc. a Delaware corporation, with its principal office at One Salem Lake Drive, Long Grove, Illinois 60047-8402 (hereinafter "Lessee").

**WITNESSETH**

**ITEM 1. LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein, the railway cars described in Equipment Lease Rider(s) ("Rider") and applicable exhibits which may from time to time be added to this Lease by agreement of Lessor and Lessee. (Such cars are referred to herein as the "Cars" or "Car").

**ITEM 2. LESSOR.** This Lease shall be construed on a car-by-car basis. Lessor shall have responsibility as Lessor hereunder only with respect to Cars leased under Rider added hereto which have been executed by it as Lessor. In the event any term or provision of this Lease shall be inconsistent with any term or provision of any Rider hereunder, then in that event the Rider shall be controlling.

**ITEM 3. RENTAL CHARGES.** The monthly rental rate for each Car shall be that specified in Rider with respect to such Car. Except as otherwise provided herein, Lessee shall pay the Lessor such rental specified in such Rider from the date the Car is delivered to Lessee pursuant to ITEM 5 to the date the Car is returned to Lessor in the manner provided in ITEM 9. Lessor will allow Lessee mileage credits against such rental in the manner provided in ITEM 6.

Lessee acknowledges and agrees that Lessee's obligation to make all payments hereunder, and the rights of Lessor in and to all such payments, shall be absolute and unconditional and shall not be subject to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of Lessee against Lessor, the manufacturer of the Cars, or any party under common ownership or affiliated with Lessor, by reason of any defect in the Cars, the condition, design, operation or fitness for use thereof, or by reason of any failure of Lessor to perform any of its obligations hereunder, or by reason of any other cause. It is the intention of the parties hereto that the rent payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times herein provided unless the obligation to pay shall be suspended or terminated pursuant to the provisions of this Lease.

**ITEM 4. TERM.** The rental for each Car shall be that specified in Rider with respect to such Car and shall commence on the date of arrival of the Car in the delivering railroad yard of Lessee's designated point of receipt, or in the case of a Car which is to be lined, coated or otherwise modified at Lessee's request, the facility where such work is to be done ("Placement Date"). The expiration of this Lease with respect to a Lessee is defined to be the date of termination of the final Rider applicable to such Lessee. Notwithstanding the expiration or termination of this Lease, the obligations of Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor under the terms and conditions of ITEM 9.

**ITEM 5. DELIVERY.** Each of the Cars shall be delivered to Lessee at the delivery point designated by Lessee. The obligation of Lessor to furnish Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to delays caused by fire, labor difficulties, delays of carriers and materialmen or governmental authority. Lessor shall not be liable for any damages by reason of any such delay and such delay in delivery shall not affect the validity of this Lease.

**ITEM 6. MILEAGE.** Lessor shall collect all mileage earned by Cars, and shall credit to the rental account of Lessee such mileage earned by Cars while in the service of Lessee, as and when received, according and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder. Lessee shall advise Lessor in writing of any Agreement or arrangement with any party that affects the mileage earnings of any Car hereunder.

**ITEM 7. PAYMENT.**

(a) Lessee agrees to pay the monthly rental charge ("Monthly Rental") set forth in the appropriate Rider with respect to each of the Cars from the date of delivery thereof until such Car is returned to Lessor in accordance with the terms of this Lease. Each Monthly Rental shall be paid in advance on the first day of the month, prorating, however, any period which is less than a full month on the basis of a month of thirty (30) days. The Monthly Rental shall be payable without deduction, reduction, set-off or counterclaim of any kind, for any reason, whether or not related to this Lease. Such Monthly Rentals shall be paid to Lessor at the address set forth in the appropriate Rider.

(b) In the event Lessee fails to make rental payments according to the terms of Rider, Lessee shall pay late fees as set forth in ITEM 33(g) below.

**ITEM 8. REPORTS.** Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of Cars, giving dates loaded or shipped, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports may result in Lessee's forfeiture of the mileage earned by Cars for the month not reported.

**ITEM 9. RETURN OF THE CARS.** Upon the expiration or termination of this Lease as to any of Cars, Lessee agrees to return each of the Cars at Lessee's sole expense to the point designated by Lessor within the boundaries of the continental United States (excluding Alaska) in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, clean and free from residue and complete with all parts, equipment, and accessories with which each Car was originally equipped or which had been added during the term of Lease. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged or lost, removed or stolen, unless the railroad transporting the Car(s) has assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of Lessor, its agents or employees. Lessee shall give to Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not properly cleaned or containing residue, as well as monthly rental and service charges incurred during the cleaning process. All of the obligations of Lessee under this Lease with respect to such Cars shall remain in full force and effect until such Cars are redelivered to Lessor provided, however, that the daily rental for each of such Cars during such period shall be one and one-half (1½) times the daily rate of the rental specified in the Rider applicable to such Cars.

**ITEM 10. INSPECTION OF CAR.** Each Car(s) shall be subject to Lessee's inspection before first loading. The loading of each Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (a) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (b) that it is one of the Cars described in the applicable Rider. Lessee shall notify Lessor in writing within five (5) working days after delivery of its rejection of any Car and the specific reasons for such rejection. Failure by Lessee to notify Lessor within five (5) working days after delivery of any Car shall constitute acceptance of the Car by Lessee and shall be conclusive evidence of the fit and suitable condition of the Car.

**ITEM 11. CLEANING OF CARS.** Cars will be delivered suitable for applicable use specified in Rider(s) and shall be returned in the same condition. Any cleaning of Cars that may be necessary to prepare them for shipment of commodities by or for Lessee or any cleaning required prior to repairs or modifications while in Lessee's service shall be done at Lessee's expense and responsibility unless otherwise agreed in writing.

**ITEM 12. MAINTENANCE.** Lessor agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"). Lessee agrees to forward the Cars to the shops designated by Lessor for periodic maintenance repairs as may be directed by Lessor. No repairs to any of the Cars shall be made by Lessee without Lessor's prior written consent. Any repairs covered by railroad defect card will not be charged to Lessee. Replacement or repair by Lessee of any parts, equipment and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Lessee shall be responsible for all gate, door, hatch cover, lining, where applicable, and safety appliance repairs according to AAR Interchange Rules.

**ITEM 13. MANDATED MODIFICATIONS.** In the event the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner adjust the Cars subject to this Lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of One and 75/100 U. S. Dollars (\$1.75) per Car for each One Hundred Dollars (\$100.00) expended by Lessor on such Car, or such other monthly charge in lieu thereof, as may be provided for modifications in the Rider hereto. Such payment shall be made effective as of the date Car is released from the shop after application of such additions, modifications or adjustments (hereinafter "Modifications"). One half (1/2) rental credits will be issued on Cars entering the shop for Modifications for the first sixty (60) days. In the event Lessor, in its sole discretion, determines prior to making any Modifications that the cost thereof is not economical to expend in view of the estimated remaining useful life of any Car, and Lessor elects to permanently remove such Car from Lessee's service rather than have such Car taken to a car shop for such Modifications, the rental with respect to such Car shall terminate thirty (30) days after Lessor gives Lessee written notice of abatement, and any such removal shall be prior to the date the Modification is required to be made.

**ITEM 14. LESSEE IMPROVEMENTS.** All additions and improvements to any Car made at Lessee's request, including without limitation, parts, accessories, linings, coatings and modifications, shall be considered accessions to such Car, and title thereto shall immediately vest in Lessor without cost or expense to Lessor. When requested by Lessor, Lessee shall, at Lessee's expense, remove any such additions or improvements prior to the return of any Car.

**ITEM 15. ABATEMENT OF RENTAL.** Except as described in ITEM 13 above, when Cars are placed in a private car shop for maintenance and/or repair, the rental charges of each Car shall cease five (5) days after the date of arrival in shop and will be reinstated on the date such Car is forwarded from shop. If any repairs are required as a result of the misuse or by negligence of Lessee, its consignee, agent, or while on a railroad that does not subscribe to, or fails to meet its responsibility under the Interchange Rules of the AAR, or while on any private siding or tract or any private or industrial railroad, the rental charge shall continue during the repair period, and Lessee agrees to pay Lessor for the cost of such repairs.

**ITEM 16. SUBSTITUTION OF CARS.** If any Cars shall be completely destroyed, or if physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties and/or any railroad, then Lessor may cancel this Lease as to such Car as of the date on which such event occurred, or may agree to substitute another Car of approximately the same type and capacity within a reasonable period of time not to exceed forty-five (45) days unless otherwise agreed and, in the event of such substitution, the substituted Car shall be held pursuant to all terms and conditions of this Lease and the Rider hereto governing the Car which is unavailable for service. If Lessor decides to substitute Cars, or should any of the Cars become unavailable for use pursuant to this Agreement for any other reason, Lessor and Lessee shall agree to substitute another Car of approximately the same type and capacity within a reasonable period of time, not to exceed forty-five (45) days unless otherwise agreed, and in the event of such substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of this Agreement and Rider hereto governing the Car which is unavailable for service. In the event any Car becomes completely destroyed for causes other than (i) negligence or misconduct of Lessee or its agents or customers or (ii) while Car is located on the premises of Lessee, its agents or customers, rent will abate during the period a Car becomes unavailable and a substitute Car is being sought.

**ITEM 17.****CASUALTIES AND REPORTS.**

(a) Lessee shall be liable for all damage to any Car which (i) is caused by the negligence or misconduct of Lessee or its agents or customers or (ii) occurs while such Car is located on the premises of Lessee, its agents or customers, regardless of the cause thereof, unless a subscribing railroad to the code of AAR Interchange Rules will assume the responsibility therefor, or such damage is the result of the negligence or misconduct of Lessor or its agents. Lessee agrees that if by reason of Lessee misuse or negligence or while on a railroad that does not subscribe to, or fails to meet its responsibility under the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or in the reasonable opinion of the Lessor, and/or a mutually agreed upon third party, such Car's physical condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in readily available good U.S. funds, the Stipulated Loss Value of Cars as set forth in Exhibit "B" within ten (10) days following a request by Lessor for such payment.

(b) In addition, if any Car part, including but not limited to, outlet caps, valves, man way coverings and fittings is found loose, damaged, lost or removed without consent from Lessor, Lessee shall be liable therefore, regardless of the cause thereof, unless (i) full responsibility therefore has been assumed by one or more railroads or (ii) such loss or damage occurs while the Car is located at a repair facility of Lessor and is the result of the negligence or misconduct Lessor or its agents.

(c) In the event any Car, or the tank, fittings or appurtenances thereto, including interior lining for any Car so equipped shall become damaged or suffers corrosion or other damage related to or connected with the commodity or other material placed or allow to accumulate in or on the Car, or to which the Car is exposed, Lessee shall be liable for such damage, regardless of how caused and whether or not due to Lessee's negligence. Such damage shall not be considered "ordinary wear and tear". Prior to the commencement of the term of lease of any Car, Lessor will, if requested by Lessee, arrange a joint inspection of the Car at a repair shop designated by Lessor. Unless prior to the first loading of the Car by Lessee a joint inspection report setting forth the nature and amount of any then existing damage is signed by both parties, it shall be conclusively presumed that the Car was free of corrosion or other commodity-related damage at the time of commencement of the term of Lease of such Car.

(d) Lessor, its agents and employees shall have the right to enter upon Lessee's premises and to exercise Lessor's right to inspect the Cars as permitted under any subleases, to inspect and examine the same during normal business hours and at any other times. So long as Lessee is not in default, Lessor shall give Lessee not less than twenty-four (24) hours notice of such inspection. Lessee shall immediately give Lessor written notice of any damage to or loss to the Cars in excess of five thousand dollars (\$5,000.00) from any cause, including without limitation, damage or loss caused by accident, the elements, intentional acts and theft. Such notice shall set forth an itemization of the affected Cars and a detailed account of the event, including names of any injured persons and a description of any damaged property arising from any such event or from any use or operation of the Cars, and of any attempt to take, distrain, levy upon, seize or attach the Cars. All rights granted to Lessor herein are for the benefit of Lessor and shall not be construed to impose any obligation on Lessor, whether or not Lessor makes any inspections or receives any reports.

(e) If, during the term of Applicable Rider, any Car is seized by a governmental authority for a period less than the then unexpired term of this Lease, the Applicable Rider shall continue in full force and effect as if such taking had not occurred and rent hereunder shall not be diminished or abated. Provided that no default or event of default (as defined in ITEM 28 hereof) exists and is continuing, Lessee shall be entitled to receive and retain any award paid by the seizing governmental authority as compensation for the interruption of Lessee's leasehold interest in such Car. If a default or event of default so exists and is continuing, Lessor shall receive any award as security for performance of this Lease, which award may be applied by Lessor to amounts due or to become due hereunder.

**ITEM 18. LIMITATIONS ON USE.**

(a) Lessee agrees to the best of its ability, to use the Cars exclusively in Lessee's service within the boundaries of the continental United States. Lessee shall make no transfer or assignment of this Lease. In the event any Car is used outside of the area specified and/or in Mexico and Canada, Lessee agrees to bear full responsibility for, to defend and to reimburse Lessor for any loss, damage, and/or costs and expenses suffered by Lessor, or claim against Lessor for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car's movement, outside the boundaries of the continental United States.

(b) Lessee warrants the Cars will be used only as specified in Rider. Lessee shall not use or permit any Car to be used in an improper or unsafe manner, in violation of any contract of insurance applicable to any Car or in violation of any applicable law, regulation, directive, statute, ordinance or rule.

(c) Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon. Lessee will keep the Cars free and clear of any and all liens, charges, encumbrances and adverse claims (except those arising from acts of Lessor).

(d) Lessee shall not, without the prior written consent of Lessor, use any Car or permit such Car to be used in such a manner that in any consecutive twelve (12) month period of service it accumulates miles (loaded or empty) in excess of Twenty-Five Thousand (25,000) miles. If the mileage is exceeded, Lessee shall pay Lessor a mileage charge in the amount of \$0.04, or as otherwise provided for in Rider, for each mile such Car moves in excess of such limitations. If Car is used less than a consecutive twelve (12) month period, then mileage charge will be prorated at Sixty Eight (68) miles per day allowable before an excess mileage charge is applied. In determining mileage, railroad records will be conclusive.

**ITEM 19. GOVERNMENTAL AND INDUSTRIAL REGULATIONS.**

(a) Lessee agrees to comply with all governmental laws, rules, regulations and requirements and with the Interchange Rules of the AAR with respect to the use and the operation of each of the Cars during the term of this Lease.

(b) During the time period this Lease is in effect, no Car shall be loaded with or used to transport any hazardous material as hazardous materials are defined in any federal, state or local environmental law and applicable regulation, including but not limited to, OSHA's Hazard Communication Standard 29 CFR 1910.1200, EPA's Resource Conservation and Recovery Act Standards 40 CFR 260-263 and the Clean Water Act 40 CFR 116-117. Further, no Car shall be used in violation of any federal, state or local environmental law or regulation. If the use of any Car violates any of the foregoing provisions, Lessee agrees that it shall indemnify and hold Lessor harmless from all claims, liabilities, losses, damages, costs and expenses (including attorney's fees and the expenses of litigation) arising out of such use of any Car.

**ITEM 20. SUBLEASE AND ASSIGNMENT.** Lessee shall not loan or sublet any Car or transfer or assign any of its interests or obligations under this Lease, whether by operation of law or otherwise, without the prior written consent of Lessor, except that Lessee may load or sublet Cars to (i) its affiliated companies, or (ii) its consignees or suppliers in connection with the handling of commodities sold, bought or supplied for the account of Lessee and transportation therein. No sublease, assignment or transfer of any Car or any interest in this Lease shall relieve Lessee of any of its obligations hereunder and Lessee shall make any such permitted sublease, assignment, or transfer expressly subject to the terms and conditions of this Lease.

**ITEM 21. ADDITIONAL CHARGES BY RAILROADS.** Lessee agrees to use Cars, upon each railroad over which Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party. If the operations or movements of any of Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of Cars during the term hereof.



During the term of this Lease, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered hereunder equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of the calendar year during the term of this Lease and (ii) the termination or expiration of this Lease, the Lessor will determine for each calendar year or portion thereof just ended, the aggregate loaded mileage and empty mileage of Cars and advise Lessee of the same. In the event that the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according to the rate established by the governing tariff.

**ITEM 22. USE OF CARS UNDER AAR CIRCULAR OT-5.** Whenever approval of the originating line haul carrier(s) is required in order that Cars may be placed in service pursuant to AAR Circular OT-5 and any revisions or successors thereto, Lessor shall, upon written request of Lessee, use reasonable efforts to aid Lessee in obtaining such approval. In no event shall Lessor be liable if any such approval is not obtained for any reason or is withdrawn or modified, and this Lease shall continue in full force and effect notwithstanding such withdrawal or modifications or the failure to obtain such approval.

**ITEM 23. ALTERATION AND LETTERING.** Lessee will preserve Cars in good condition and will not in any way alter the physical structure of Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon Cars without Lessor's prior written consent.

**ITEM 24. DAMAGE TO OR BY COMMODITIES.** Lessor shall not be liable for any loss of or damage to any commodities or any part thereof loaded or shipped in Cars, regardless of how such loss or damage may be caused. Lessee shall indemnify Lessor against and hold Lessor harmless from all claims, liabilities, losses, damages, costs and expenses (including attorney's fees and expenses or litigation) arising out of or resulting from the loss of or damage to any such commodity or the loading, unloading, spillage, leakage, emission or discharge of commodity in or from Cars, including without limitation any liability for injury, death, property damage or environmental pollution. Lessor and Lessee hereby expressly agree that neither party shall be liable for any incidental or consequential damages of any kind whatsoever, incurred by the other party or any other person or entity under this Lease.

**ITEM 25. TAXES.** Lessor shall pay all ad valorem taxes properly imposed on the use of such Cars and will file all ad valorem reports relating thereto. Lessee shall be responsible for all other taxes levied on Cars including, but not limited to, use taxes imposed by federal, state, municipal, and other governmental authority. In addition, Lessee agrees to assume cost of duty, and all other taxes incidental to exportation of the Cars out of or operation thereof in Canada.

**ITEM 26. SUBORDINATION.** All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer or other disposition, this Lease and all of Lessee's rights under this Lease under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, other sales or assignments, and/or trust agreements covering Cars or any of them heretofore or hereafter created and entered into by Lessor, its successors or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to Cars, however, so long as Lessee is not in default under this Lease, such assignment, pledge, mortgage, transfer, or other disposition shall not increase Lessee's obligations hereunder or result in deprivation of its quiet enjoyment of Cars. At the request of Lessor or any chattel mortgagee,

assignee, trustee, secured party, or other holder of the legal title to Cars, Cars may be lettered or marked to identify the legal owner of Cars at no expense to Lessee. If during the continuance of this Lease, any such marking shall at anytime be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

**ITEM 27. INSURANCE AND INDEMNITY.** Lessee will indemnify Lessor, and its related businesses, its officers, agents, employees of agents, employees, successors and assigns (Indemnified Parties), against and hold Indemnified Parties harmless from any loss, damage, claim, expenses (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Indemnified Parties arising, out of Lessee's use, lease, possession or operation of Cars occurring during or after the term of this Lease, or by the contents of such Cars, howsoever occurring except any loss, liability, claim, damage, or expense which is attributable to the fault or neglect of Indemnified Parties, or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this Lease shall survive the termination hereof, however same shall occur.

(a) At its own expense, Lessee shall, throughout the term of this Lease and until the last Car is redelivered to Lessor maintain all risk property insurance in the amount not less than 100% of the insurable value of the Cars on a replacement cost basis. Lessee's policy shall be primary and without contribution by Lessor. Lessee shall name Lessor and its related businesses as loss payee on such property insurance.

The proceeds of such insurance will be applied first to any unpaid obligations of Lessee under this Lease arising prior to the receipt of the proceeds and then toward the restoration or repair of the Cars, or if Lessor determines that any item of Car is lost, stolen, destroyed, or damaged beyond repair, toward payment of the amounts required. Any excess proceeds remaining thereafter will be paid to Lessee, provided Lessee is not then in default under this Lease.

(b) Lessee shall maintain Commercial General Liability insurance with minimum limits as set forth below:

General Aggregate:	One Million Dollars	(\$1,000,000.00).
Per Occurrence Aggregate:	One Million Dollars	(\$1,000,000.00).
Products/Completed Operations Aggregate:	One Million Dollars	(\$1,000,000.00).

Lessee shall maintain excess liability with minimum limits of Ten Million Dollars (\$10,000,000.00). Lessee shall name Lessor and its related businesses as additional insured on such policies. The proceeds of all such insurance shall be payable first to Lessor to the extent of Lessor's liability, if any, and the balance to Lessee.

(c) All policies shall be maintained at Lessee's expense. If Lessee fails to procure, maintain and pay for the insurance coverage set forth above, Lessor will have the right, but not the duty, to obtain such insurance on behalf of and at the expense of Lessee. In the event Lessor does obtain and pay for such insurance, Lessee shall reimburse Lessor for the costs thereof no later than the date of the next scheduled rental payment under this Lease.

(d) Certificates evidencing such insurance coverage shall be provided to the Lessor prior to the commencement of this Lease and annually upon renewal of the insurance. Certificates shall be sent to: The Andersons, Inc., Railcar Marketing Department, P.O. Box 119, Maumee, OH 43537.

(e) All policies relating to the insurance referred to in this section shall be in such form and with such companies as are satisfactory to Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, adjust, settle, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy.

**ITEM 28. EVENTS OF DEFAULT.**

(a) Any of the following events shall constitute an Event of Default:

(1) The nonpayment by Lessee of any rent or other amount provided for herein after the same is due and payable and such default continues for a period of five (5) days.

(2) The failure of Lessee to observe, keep or perform any other provisions of this Lease required to be observed, kept or performed by Lessee.

(3) The failure of Lessee to make payment when due, or to observe or perform any covenant or agreement contained in, or in the event of an occurrence of a default under any agreement evidencing any other obligation of Lessee where such default would materially adversely affect the business or prospects of Lessee taken as a whole.

(4) The making of any representation or warranty by Lessee herein or in any agreement, document or certificate delivered to Lessor in connection herewith, or any financial statement furnished by Lessee to Lessor which, at any time, proves to be incorrect in any material respect.

(5) The making of an assignment for the benefit of creditors or committing any other affirmative act of insolvency or bankruptcy, filing a petition in bankruptcy or for arrangement or reorganization by Lessee or having such a petition filed against Lessee if such petition is not dismissed or withdrawn within thirty (30) days.

(6) The attachment of a substantial part of the property of Lessee or appointment of a receiver for Lessee or any substantial part of Lessee's property if that attachment is not dismissed within thirty (30) days of attachment.

(7) Lessee ceases to do business as a going concern.

(8) Any guarantor of Lessee's obligations hereunder denies guarantors obligations under the guaranty or attempts to limit or terminate guarantor's obligations to guaranty Lessee's obligations hereunder.

Lessee also agrees, upon any responsible officer of Lessee becoming aware of any condition which constituted or constitutes an Event of Default under this Lease or which, after notice or lapse of time, or both, would constitute such an Event of Default, to promptly furnish to Lessor written notice specifying such condition and the nature and status thereof. For purposes of this item, a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of Lessee contained in this Lease, any corporate officer of Lessee who, in the normal performance of his operational responsibilities, would or should have knowledge of such matter and the requirements of this Lease with respect thereto.

(b) Upon the occurrence of any Event of Default, and so long as the same shall be continuing, Lessor shall have the right to declare this Lease in default by a written notice to Lessee to that effect. Upon the making of any such declaration, Lessor shall have the right to exercise any one or more of the following remedies:

(1) To take possession of any and all Cars without further demand or notice wherever they may be located without any court order or process of law (but if Lessor applies for a court order or the issuance of legal process, Lessee waives any prior notice of the making of this application of the issuance of such order of legal process) and Lessee hereby waives any and all damages occasioned by such taking of possession, providing Lessor acts in a commercially reasonable manner; any such taking of possession shall not constitute termination of this Lease as to any or all Cars unless Lessor expressly so notifies Lessee in writing; if Lessor is unable to secure possession of Cars within thirty (30) days of any Event of Default, Lessee agrees to pay Lessor the Stipulated Loss Value of Cars per attached Exhibit "B".

(2) To terminate this Lease as to any or all Cars without prejudice to Lessor's rights in respect to obligations then accrued and remaining unsatisfied;

(3) To immediately recover from Lessee (and Lessee agrees to pay in cash the following):

(a) all amounts owed by Lessee to Lessor under this Lease;

(b) the unpaid balance of the total rent due for the term of this Lease, as of the date of default. In the event that Lessor does not sell Cars promptly after the Event of Default, Lessor shall apply all proceeds as received from any subsequent lease of Cars during the original term of this Lease first to any costs or damages incurred by Lessor under ITEM 28(B)(1), then to any unpaid amounts still owed Lessor by Lessee, but in no event shall such proceeds remitted be greater than the sum of the unpaid balance of the total rent due from Lessee to Lessor.

(c) the amount of any sums paid, rebated, or owed to Lessee from railroad companies to any party arising out of the use of railroad track, engines, equipment or otherwise, including but not limited to mileage credits.

(4) To sell any or all Cars in a public sale or private sale (after notice to Lessee of the place and time for such sale), in bulk or in parcels, for cash or on credit without having Cars present at the place of sale and to recover from Lessee all reasonable costs of taking possession, storing, repairing, and selling the Cars (and for a Period of one hundred twenty [120] days after the occurrence of an Event of Default, Lessor may use Lessee's premises for any or all of the foregoing without liability for rent, costs, and/or damages or otherwise) or to otherwise dispose, hold, use, operate, lease to others, or keep idle such Cars all as Lessor in its sole discretion may determine and to apply the proceeds from any such action:

(a) To all costs, charges and expenses incurred in taking, removing, holding, operating, repairing, selling, leasing or otherwise disposing of Cars; then

(b) To the amounts set forth in ITEM 3. RENTAL CHARGES above and the applicable Rider(s), provided that Lessee shall pay any deficiency due Lessor; and

(c) Any surplus shall be retained by Lessor;

(5) To pursue any other remedy provided for by statute or otherwise available at law or in equity.

Notwithstanding any repossession, or other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease to the extent not paid or performed by Lessee. All such remedies are cumulative and may be exercised concurrently or separately.

In addition to the foregoing, Lessee shall pay Lessor's costs and expenses incurred by reason of Lessee's breach or default which shall include, without limitation, costs and expenses of receiving or retaking possession of the Cars, storing, holding, transporting, insuring, caring for, servicing, maintaining and renting the Cars and collecting rents and professional fees and expenses with respect to or incurred by reason of the breach or default, including legal fees and expenses for advice and legal services in any actions or proceedings which Lessor may commence or in which Lessor may appear or participate to exercise or enforce any rights or remedies or to protect or preserve any rights or interests, and in all reviews of and appeals from any such actions or proceedings.

## **ITEM 29. WARRANTIES AND TAX INDEMNIFICATION.**

(a) Lessee represents and warrants to Lessor that it is a corporation duly organized and validly existing under the laws of the jurisdiction of its organization and it is qualified to do business in every jurisdiction where the failure to qualify would have a materially adverse effect on Lessor's rights hereunder. Lessee has taken all corporate action, which may be required to authorize the execution, delivery and performance of this Lease and such execution, delivery and performance will not conflict with or violate any

provision of its Articles of Incorporation or result in a default or acceleration of any obligation under any agreement, order, decree or judgment to which it is a party or by which it is bound, nor is it now in default under any of the same. There is no litigation or proceeding pending or threatened against Lessee which may have a materially adverse effect on Lessee or which would prevent or hinder the performance by it of its obligations hereunder. This Lease and the attendant documents constitute valid obligations of Lessee, binding and enforceable against it in accordance with their respective terms. No action by Lessee or with any commission or administrative agency is required in connection with this Lease. Lessee has the power to own its assets and to transact business in which it is engaged. Lessee will give to Lessor prompt notice of any change in its name, identity or structure.

(b) THE LEASE OF EACH CAR IS "AS IS, WHERE IS." THIS WARRANTY SET FORTH IN ITEM 29 (b) HEREOF IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF LESSOR WHETHER WRITTEN, ORAL OR IMPLIED. LESSOR SHALL NOT BY VIRTUE OF HAVING LEASED THE CARS BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY. LESSEE ACKNOWLEDGES AND AGREES THAT: (1) LESSOR IS NOT A MANUFACTURER OF OR A DEALER IN PROPERTY OF SUCH KIND AS THE CARS; (2) LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE DESIGN, OPERATION, MERCHANTABILITY, CONDITION, QUALITY OR DURABILITY OF THE CARS, THEIR SUITABILITY FOR THE PARTICULAR PURPOSES AND USES OF LESSEE, THE PRESENCE OR ABSENCE OF ANY DEFECTS (WHETHER LATENT OR PATENT), THE POSSIBLE INFRINGEMENT OF ANY PATENT OR TRADEMARK, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARS; AND (3) LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY CAR OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, ANY DEFICIENCY OR DEFECT THEREIN, THE USE THEREOF, ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF OR ANY LOSS OF BUSINESS OR FOR ANY DAMAGE WHATSOEVER OR HOWSOEVER CAUSED, AS ALL SUCH RISKS ARE TO BE BORNE BY LESSEE EXCEPT FOR LOSSES, DAMAGES OR EXPENSE CAUSED BY LESSOR'S SOLE NEGLIGENCE OR MISCONDUCT. LESSOR MAKES NO REPRESENTATION AS TO THE TREATMENT OF THIS LEASE, THE CARS OR THE RENT FOR FINANCIAL REPORTING OR TAX PURPOSES. LESSEE HEREBY WAIVES ANY CLAIM LESSEE MAY HAVE OR ACQUIRE IN THE FUTURE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ANY CAR OR ANY DEFECT THEREIN OR THE USE OR MAINTENANCE THEREOF EXCEPT FOR LOSSES, DAMAGES OR EXPENSES CAUSED BY LESSOR'S SOLE NEGLIGENCE OR MISCONDUCT.

(c) In order to avoid loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under Section 168 and related Sections of the Internal Revenue Code of 1986 (as amended, the "Code"), Lessee shall not use, or permit the use of, the Cars (i) to be deemed to be used predominantly outside the United States under Section 168(g)(1)(A) of the Code, (ii) so as to be treated as tax-exempt use property within the meaning of Section 168(h) of the Code, "public utility property" within the meaning of Section 168(i)(10) of the Code or "listed property" within the meaning of Section 280F(d)(4) of the Code or (iii) take any action or make any filing, return or report indicating that Lessee, any affiliate of Lessee or any person other than Lessor is the owner of the Cars.

If Lessee shall lose by disallowance, recapture or otherwise, any portion of any said tax benefits as a result of any breach by Lessee of its agreements in the immediately preceding paragraph or any other covenant hereunder, Lessee agrees to pay Lessor a sum which, after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall be equal to the amount of the tax benefits (together with any interest and penalties related thereto) so lost by Lessor, which sum shall be payable on written demand made at any time after payment of the tax attributable to the portion of the tax benefits lost; provided, however, that Lessee shall be under no obligation to indemnify Lessor for the amount of any tax benefits lost with respect to any Car for

which Lessee has paid Lessor the Stipulated Loss Value (unless the Stipulated Loss Value was paid in connection with the exercise of remedies).

**ITEM 30. LESSOR MAY PERFORM.** If Lessee at any time shall fail to pay any sum which Lessee is required by the Lease to pay or shall fail to do or perform any other thing Lessee is required by the Lease to do or perform, Lessor, at its option, may pay such sum or do or perform such thing, and Lessee shall reimburse Lessor on demand for the amount of such payment and for the cost and expense which may be incurred by Lessor for such acts or performance, together with interest thereon as set forth in ITEM 33(g).

**ITEM 31. RELIANCE ON LEASE.** Lessor, in consideration of Lessee's oral representations and agreement to observe and be bound by each and all of terms and conditions of this Lease as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of Cars to Lessee prior to the formal execution of this Lease. If this has occurred, this Lease, whether or not executed, shall be "Lease" between the parties for such Cars and, upon Lessee's oral agreement to abide by the Lease, shall supersede all prior negotiations and correspondence, and shall relate back to the time of first shipment of any Car under this ITEM 31.

**ITEM 32. NOTICE.** All notices provided for herein, as well as all correspondence pertaining to this Lease, shall be considered as properly given if:

- (a) given in writing and delivered personally or sent by registered, certified or regular mail.
- (b) by telex or cable.
- (c) by telecopy and confirmed thereafter in writing sent by registered, certified or regular mail.

The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such address may be changed by either party giving written notice thereof to the other party.

**ITEM 33. MISCELLANEOUS.**

(a) Governing Law. This Lease shall be governed and construed by the laws of the state of Ohio.

(b) Benefit. Subject always to the foregoing, this Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and Lessee, its successors and assigns.

(c) Entire Agreement. This instrument, constitutes the entire agreement between Lessee and Lessor and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

(d) Severability. If any of the provisions of this Lease shall contravene, or be invalid under the laws of the state of Ohio, such contravention or invalidity shall not invalidate this entire Lease, but this Lease shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

(e) Financial Statements. During this Lease, Lessee shall furnish Lessor annual balance sheets and profit and loss statements of Lessee and any guarantor of Lessee's obligations accompanied by the audit report of an independent certified public accountant acceptable to Lessor within 90 days of Lessee's fiscal year end. Prior to furnishing any such information to Lessor, Lessee shall have received a confidentiality agreement covering such information in form and content reasonably acceptable to Lessee. Lessee warrants that all information furnished and to be furnished to Lessor is accurate and that all financial statements it has furnished and hereafter may furnish Lessor, including operation statements and statements of condition, are and will be prepared in accordance with Generally Accepted Accounting Principles, consistently applied, and reasonably reflect and will reflect, as of their respective dates, results of the operations and the financial condition of Lessee and of any other entity they purport to cover.

(f) Filings: Power of Attorney. Lessee will execute and deliver to Lessor at Lessor's request all financing statements, continuation statements, and other documents in form satisfactory to Lessor, to perfect and maintain Lessor's interest in the Cars and to fully consummate all transactions

contemplated under this Lease. Lessee by this Lease irrevocably makes, constitutes and appoints Lessor (or any of Lessor's officers, employees or agents or assignees) as Lessee's true and lawful attorney with power to sign the name of Lessee on documents constituting a financing statement or continuation statement, and memorandums or assignments of lease documents to be filed with the Surface Transportation Board ("STB"). This power, being coupled with an interest, will be irrevocable until all obligations of Lessee to Lessor have been fully satisfied.

(g) Late Payments. Interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is less, shall accrue on the amount of any payment not made when due, including rental payments not made when due, hereunder from the date thereof until payment is made, and Lessee shall pay such interest to Lessor, on demand.

(h) Covenants. All covenants of Lessee herein shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

(i) Waivers. No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default of Lessee hereunder shall impair any such right, power or remedy nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach of default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any breach or default under this Lease must be specifically set forth in writing.

(j) Jurisdiction & Jury Waiver. Lessor and Lessee agree that service of process in any legal proceeding shall be effective if mailed to Lessee or Lessor at its address described in the first paragraph of this Lease. Lessor and Lessee hereby waive the right to trial by jury of any matters arising out of this Lease or the transactions contemplated thereby.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

Lessor

THE ANDERSONS, INC.

By: Rasesh H. Shah

Printed

Name: Rasesh H. Shah

Title: VP and GM Manufacturing Division

Date: 10/1/97

Lessee

C F INDUSTRIES, INC.

By: J. H. Sultenfuss

Printed

Name: J. H. Sultenfuss

Title: Sr Vice Pres

Date: 10/1/97

**FULL SERVICE LEASE #199701-CFI**  
**RIDER # 199701-CFIR2**

This Rider to the Lease Agreement ("Lease") made as of February 1, 1997 between The Andersons, Inc. ("Lessor") and CF Industries, Inc. ("Lessee") is made this 1st day of February. The provisions of the Lease, solely as they relate to the Cars leased under this Rider, are incorporated by reference into and shall be deemed an instrument of Lease separate from any other rider under the Lease.

Lessor and Lessee agree as follows:

1. All terms defined in the Lease shall have the meanings as defined therein when used in this Rider.
2. Lessor hereby leases the following 70 Cars to Lessee subject to the terms and conditions of the Lease and this Rider.

Car Numbers: See Attached Exhibit "A", incorporated herein.

3. The term of the Lease with respect to each Car described in this Rider shall commence on Date of Placement and shall continue as to all of the Cars described in this Rider until September 30, 2004.
4. The fixed rent shall be [REDACTED] per Car per month for each full calendar month. The pro-rata rental rate for any Car not subject to an entire month shall be [REDACTED] per day for such Car during such month.
5. The Cars shall be used for transportation and storage of fertilizer.
6. Lessor agrees to lower the hand brake assembly on Cars at Lessor's sole expense. This work shall be performed as Cars are ordered into a Lessor approved repair facility for other repairs or maintenance.
7. Lessor shall be responsible for all gate repairs according to AAR Interchange Rules except for repairs made necessary by reason of Lessee's misuse or negligence.

**Lessor**

THE ANDERSONS, INC.

By: Rasesh H. Shah

Printed

Name: Rasesh H. Shah

Title: VP and GM Manufacturing Division

Date: 10/1/97

**Lessee**

CF INDUSTRIES, INC.

By: J.H. Sultenfuss

Printed

Name: J.H. Sultenfuss

Title: Sr Vice Pres

Date: 10/1/97



**EXHIBIT A**  
**CFI INDUSTRY # 199701-CFIR2**

1	AEX	4103	36	AEX	4141
2	AEX	4104	37	AEX	4142
3	AEX	4105	38	AEX	4143
4	AEX	4106	39	AEX	4144
5	AEX	4107	40	AEX	4145
6	AEX	4108	41	AEX	4146
7	AEX	4109	42	AEX	4147
8	AEX	4110	43	AEX	4148
9	AEX	4111	44	AEX	4149
10	AEX	4112	45	AEX	4150
11	AEX	4113	46	AEX	4151
12	AEX	4114	47	AEX	4154
13	AEX	4115	48	AEX	4155
14	AEX	4116	49	AEX	4156
15	AEX	4117	50	AEX	4158
16	AEX	4118	51	AEX	4160
17	AEX	4119	52	AEX	4161
18	AEX	4120	53	AEX	4162
19	AEX	4121	54	AEX	4163
20	AEX	4122	55	AEX	4165
21	AEX	4123	56	AEX	4166
22	AEX	4124	57	AEX	4168
23	AEX	4125	58	AEX	4169
24	AEX	4128	59	AEX	4170
25	AEX	4129	60	AEX	4171
26	AEX	4130	61	AEX	4172
27	AEX	4131	62	AEX	4173
28	AEX	4132	63	AEX	4174
29	AEX	4133	64	AEX	4175
30	AEX	4135	65	AEX	4176
31	AEX	4136	66	AEX	4177
32	AEX	4137	67	AEX	4178
33	AEX	4138	68	AEX	4179
34	AEX	4139	69	AEX	4180
35	AEX	4140	70	AEX	4181

**CERTIFICATE OF INCUMBENCY**

The undersigned, being the Secretary and custodian of the official records of The Andersons, Inc., a corporation duly organized under the laws of the state of Ohio, does hereby certify that the following individual is currently serving in the office or position shown across from his name and that the attached is a true and accurate copy of, Full Service Lease Agreement #199701-CFI, and the signature shown thereon is true and accurate, to the best of the undersigned's knowledge and belief:

Vice President and General Manager,  
Manufacturing Division

Rasesh H. Shah

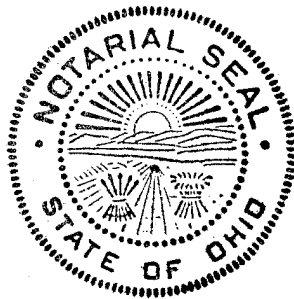
**THE ANDERSONS, INC.**

By: Beverly J. McBride  
Beverly J. McBride, Secretary

STATE OF OHIO                    )  
COUNTY OF LUCAS            )       ss:

Before me, a notary public, personally appeared Beverly J. McBride, on October 8, 1997, in her capacity as Secretary of The Andersons, Inc., and did sign the foregoing Certificate of Incumbency on behalf on The Andersons, Inc., as her and its free act and deed.

(SEAL)



Julie Ann Dibble  
Notary Public

**JULIE ANN DIBBLE**  
Notary Public, State of Ohio  
My Commission Expires 8-20-2000